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MAINTENANCE AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the **City of San Bruno** (hereinafter called the Obligee), in the penal sum of __ Dollars (\$_____) for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for the _____ Project. And,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of **one (1)** year from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of _____, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such a default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

CONTRACTOR AS PRINCIPAL

SURETY

(Corp. Seal)

(Corp. Seal)

Company Name

Company Name

Signature

Signature

Print Name

Print Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

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